

IN THE BANKRUPTCY COURT IN AND FOR
THE DISTRICT OF DELAWARE

In Re:

Chapter 11

BIG LOTS, INC., et al.,

CASE NO. 24-11967 (JKS)

Debtors.¹

**7023 BROWARD LLC’S LIMITED OBJECTION TO ASSUMPTION AND
ASSIGNMENT OF LEASE AND NOTICE OF PROPOSED CURE AMOUNTS
FOR CERTAIN UNEXPIRED LEASES**

7023 Broward LLC (“Landlord”), by its undersigned attorney, files this limited objection (the “Objection”) to the (i) Notice To Proposed Cure Amounts for Certain Unexpired Leases (Docket No. 443) (the “Cure Notice”), and (ii) the sale of Landlord's unexpired lease (the “Lease”) of non-residential real property located at 7067 W. Broward Blvd., Suite B, Plantation, FL 33317 (Store No. 1628) (the “Leased Property”) by debtor Big Lots Stores, LLC (the “Debtor”), and in support hereof states as follows:

1. On September 9, 2024 (the “Petition Date”), each of the above- captioned debtors (including the Debtor, the “Debtors”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On or about April 19, 2001, Plantation Center Partners, Ltd. entered into the Lease as landlord with Consolidates Stores Corporation d/b/a Odd Lots or Big Lots. Through a series of

¹The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin Granville Road, Columbus, OH 43081.

assignments and mergers, Landlord is now the landlord and the Debtor is now the tenant. The Lease is an unexpired lease of non-residential real property as that term is used in § 365 of the Bankruptcy Code. Copies of the Lease Agreement and First Lease Extension Modification Agreement and Special Warranty Deed reflecting the change in ownership is attached hereto as Composite Exhibit A.

3. On October 8, 2024, the Debtors filed the Cure Notice in which they listed various leases, including but not limited to the Lease, and proposed cure amounts for each lease. The Cure Notice was not proposed in connection with an order of the Court but instead under a certification of counsel to submit a proposed interim order (Docket No. 443).

4. In connection with the Lease, the Debtor listed a proposed cure amount of \$19,040. The correct cure amount should actually be at least \$104,555.92. An itemized ledger of the Debtor's account is attached hereto as Exhibit B.

5. Landlord also claims an ongoing entitlement to rent for each and every month that the Debtor remains in possession, or fails to surrender possession to the Landlord, starting with the November, 2024 rent.

6. Landlord thus objects to entry of an order approving a sale of the Lease that does not (a) require that the full amount of the cure cost under the Lease be paid at or prior to assumption and assignment, and (b) provide that any and all Unliquidated Obligations shall survive the assumption and assignment, and that any assignee shall take the Contract subject to all of its respective terms and undertake to satisfy all monetary and non-monetary obligations under the Contract, regardless of whether such obligations could be argued to have existed, occurred, or accrued prior to the assumption and assignment of the Contract.

7. Nothing in this Objection is intended to be, or should be construed as, a waiver by the Landlord of any of its rights under the Contract, the Bankruptcy Code, or applicable law.

Landlord expressly reserves all such rights including, without limitation, the right to: (a) supplement and/or amend this Objection to assert any additional objections with respect to the Cure Notice and/or any proposed assumption and assignment of the Lease; (b) amend the cure costs under the Lease; (c) assert any additional unliquidated obligations and/or nonmonetary defaults under the Lease; (d) object to the assumption and assignment of the Lease to any proposed purchaser with providing adequate assurance of future performance; (e) assert a claim for allowance of administrative expenses under § 503 of the Bankruptcy Code; and (f) demand immediate payment of all amounts due under, and full compliance with, the Lease to the extent required under § 365 of the Bankruptcy Code.

WHEREFORE, 7023 Broward LLC respectfully requests that this Honorable Court:

(A) Condition the Debtors' request for assumption (including the assumption and assignment) of the Lease upon (i) payment of the correct cure cost, including attorneys' fees and expenses, on or before closing, (ii) survival of any Unliquidated Obligations after the assumption and assignment, and (iii) the Debtors' providing of adequate assurance of future performance under the Lease by any proposed assignee thereof; and

(B) Grant Landlord such further relief as this Court deems just and proper.

Dated: October 25, 2024.

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BY: /s/ Jeffrey C. Roth
JEFFREY C. ROTH
Florida Bar No. 331562

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 25, 2024, I caused copies of the foregoing 7023 Broward LLC's Limited Objection To Assumption And Assignment Of Lease And Notice Of Proposed Cure Amounts For Certain Unexpired Leases to be served via electronic mail upon the following parties:

Name	Representing	Email Address
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